

**MEMORANDUM OF UNDERSTANDING  
AMONG  
TENNESSEE BUREAU OF INVESTIGATION  
DISTRICT ATTORNEY GENERAL'S OFFICE FOR THE 30<sup>TH</sup> JUDICIAL DISTRICT  
MEMPHIS POLICE DEPARTMENT  
AND  
SHELBY COUNTY SHERIFF'S OFFICE**

This Memorandum of Understanding (MOU) is entered into by and among the Tennessee Bureau of Investigation (TBI), the District Attorney General's Office for the 30<sup>th</sup> Judicial District (DA), the Memphis Police Department (MPD) and the Shelby County Sheriff's Office (SCSO), referred to collectively as the "Parties," in furtherance of their respective duties under law for the purpose of facilitating investigations of incidents as described hereafter.

The parties agree to the following terms and conditions of this MOU:

1. Pursuant to T.C.A. 38-6-102, the DA for the 30<sup>th</sup> Judicial District, through this MOU, requests the TBI to investigate any of the following events:
  - a. The death of a person by an MPD/SCSO law enforcement officer acting in the line of duty; or
  - b. The death of an MPD/SCSO detainee while in a city, county or private jail when the death is surrounded by unusual or questionable circumstances, or if the death is sudden and the deceased had not been under immediate medical supervision.
2. Upon the occurrence of any of the above described events, MPD/SCSO shall:
  - a. Immediately notify TBI and the District Attorney General;
  - b. Secure a crime scene perimeter with access limited to emergency medical personnel, medical examiner personnel and TBI personnel;
  - c. Detain and hold any arrested persons pending the arrival of TBI personnel;
  - d. Identify and separate all eye witnesses for subsequent interview by TBI;


3. Upon the occurrence of any of the above described events and notification by the MPD and/or SCSO, the TBI is responsible for the following:

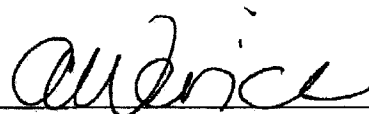
- a. Initiating an investigation in accordance with TBI Standard Operating Procedure: Law Enforcement Use of Force and Custodial Deaths Investigations Manual (updated 6-19-15) (attached hereto);
- b. Dispatching of any TBI personnel necessary for the proper conduct of such an investigation;
- c. Retaining operational direction of investigations and forensic assistance or coordination initiated pursuant to this MOU;
- d. Issuing of investigative reports and summaries to the District Attorney General as appropriate in the investigative process;
- e. Submitting final reports to the District Attorney General for review. TBI will report the factual findings of the investigation, but will offer no recommendations or reach legal conclusions concerning whether the force used, if any, was justified.

4. The parties agree that the criminal investigation conducted by TBI takes precedence over any internal or administrative investigations conducted by MPD and/or SCSO. The parties also agree that there may be situations where both the criminal and internal administrative investigations can be conducted simultaneously without interference. Accordingly, the MPD/SCSO agrees to advise TBI before initiating any internal administrative investigation. If an internal administrative investigation would interfere with the criminal investigation, MPD/SCSO agrees to postpone the internal administrative investigation until an appropriately agreed upon time.

5. This agreement shall become effective on the last date of execution by the parties and may be terminated upon thirty (30) days notice by mutual agreement of the parties.

Entered this 1 day of October, 2015.

  
MARK GWYN  
Director, Tennessee Bureau of Investigation  
State of Tennessee

  
AMY P. WEIRICH  
District Attorney General  
30<sup>th</sup> Judicial District

  
TONEY ARMSTRONG  
Director, Memphis Police Department

  
BILL OLDHAM  
Sheriff, Shelby County Sheriff's Office